

**Exhibit “1”**

## FORM B10 (Official Form 10) (4/05)

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEVADA		PROOF OF CLAIM
Name of Debtor	Case Number	THIS SPACE IS FOR COURT USE ONLY
<b>NOTE:</b> This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property) <b>FRIEDA MOON FBO SHARON C. VAN ERT</b>	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and address where notices should be sent. c/o Nancy L. Allif 411 E. Bonneville, Ste. 100 Las Vegas, NV 89101  Telephone number (702) 599-6000		
Account or other number by which creditor identifies debtor 4153	Check here <input type="checkbox"/> replaces a previously filed claim, dated _____ if this claim <input type="checkbox"/> amends	
<b>1 Basis for Claim</b> <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes Other _____ <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of SS# _____ Unpaid compensation for services performed from _____ to _____ (date) (date)		
<b>2</b> Date debt was incurred July 14, 2004	<b>3</b> If court judgment, date obtained	
<b>4 Total Amount of Claim at Time Case Filed</b> \$ _____ (unsecured) <u>35,583.34</u> (secured) _____ (priority) _____ <u>35,583.34</u> (Total) If all or part of your claim is secured or entitled to priority, also complete item 5 or 7 below. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
<b>5 Secured Claim</b> <input checked="" type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral <u>1<sup>st</sup> Trust Deed Fund LLC membership units</u> <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ <u>unknown</u> Amount of pre-purchase and other charges at time case filed included in secured claim, if any \$ <u>35,583.34</u>	<b>7 Unsecured Priority Claim.</b> <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$ _____ Specify the priority of the claim. <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000)* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(X) _____ <small>*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180 day limits apply to cases filed on or after 4/20/05. Pub. L. 109-8.</small>	
<b>6 Unsecured Nonpriority Claim</b> \$ _____ <input type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or c) none or only part of your claim is entitled to priority.		THIS SPACE IS FOR COURT USE ONLY
<b>8 Credits</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		
<b>9 Supporting Documents</b> Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
<b>10 Date-Stamped Copy</b> To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		Filed date <u>5/23/2006</u>
Date <u>5/20/06</u>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any) <u>Nancy L. Allif</u> Nancy L. Allif, Attorney	



U

USA Securities, LLC  
 4484 S Pecos Road  
 Las Vegas, NV 89121

### Account Trade Confirmation

Frieda Moon FBO Sharon C Van Ert  
 2504 Callita Court  
 Las Vegas, NV 89102

Phil Dickinson  
 4484 S Pecos Road  
 Las Vegas, NV 89121  
 Account # 4153

#### Your Portfolio Summary As Of Thursday, July 15, 2004

Fund	Number of Shares	Last Price (USD)	Market Value (USD)	% Port
USA Cap 1st TR Deed Fund LLC Class A	7 0000	5,000 0000	35,000 00	100 00%
<b>Total</b>			<b>35,000 00</b>	

\*When applicable, the % of portfolio is calculated using the US dollar equivalent value at current exchange rates

#### USA Cap 1st TR Deed Fund, LLC - Class A

Ac Date	Trade Type	Amount	Shares Transacted	Price/Share	Balance
15-Jul-2004	Starting Balance				0 0000
15-Jul-2004	Purchase	35 000 00	7 0000	5,000 0000	7 0000

*Frieda Moore FBO Sharon C Van Eet*  
USA CAPITAL FIRST TRUST DEED FUND, LLC  
A Nevada Limited-Liability Company  
*7-15-04*  
*Enteg*

## SUBSCRIPTION BOOKLET AND INSTRUCTIONS

### SUBSCRIPTION INSTRUCTIONS

Attached is the Subscription Agreement and Power of Attorney (the "Subscription Agreement") relating to the purchase of the limited-liability company membership units of USA Capital First Trust Deed Fund, LLC, a Nevada limited-liability company (the "Company"). The Company is offering an aggregate of 24,000 Class A, Class B and Class C limited-liability company membership units (the "Units") at a purchase price of \$5,000.00 per Unit for an aggregate offering amount of \$120,000,000.00. The Units are being offered pursuant to the Company's Prospectus dated as of November 8, 2002, as amended from time to time by the Company.

A prospective investor desiring to subscribe for Units must complete and execute the Subscription Agreement in accordance with the instructions herein and send this completed Subscription Booklet and payment for the relevant Units as follows:

1. **Verification of Investor Suitability** Please initial the appropriate boxes in Section 2 of the Subscription Agreement (Page 3) to verify whether the prospective investor is suitable to purchase the Units.
2. **Subscription for Units** Please indicate in Section 4 of the Subscription Agreement (Page 4) the number of Units to be purchased.
3. **Classification of Units** Of the Units to be purchased, please indicate in Section 5 of the Subscription Agreement (Page 4) the class of Units for the Units to be purchased.
4. **Distribution or Reinvestment Election** Please indicate in Section 6 of the Subscription Agreement (Page 5) the election of the prospective investor on whether to reinvest or receive monthly distributions, if any.
5. **Investor Information** Please complete Section 7 of the Subscription Agreement (Pages 5-6) by providing the relevant name, address and contact information.
6. **Signature Page** Please date and sign the signature page to this Subscription Agreement (Page 7).

Once the Subscription Booklet is fully completed and executed, the Subscription Booklet and the payment for the Units should be sent to:

USA Capital First Trust Deed Fund, LLC  
c/o USA Capital Realty Advisors, LLC  
4484 South Pecos Road  
Las Vegas, Nevada 89121

## SUBSCRIPTION AGREEMENT AND POWER OF ATTORNEY

Pursuant to the terms and conditions of this Subscription Agreement and Power of Attorney (this "Agreement"), the undersigned hereby applies to become a member ("Member") of USA Capital First Trust Deed Fund, LLC, a Nevada limited-liability company (the "Company"), and subscribes to purchase the number of limited-liability company membership units in the Company (the "Units") herein indicated in accordance with the Company's Prospectus, as amended (the "Prospectus") and the terms and conditions of the Company's Amended and Restated Operating Agreement, as amended (the "Operating Agreement"), a copy of which is provided as part of the Prospectus

1 REPRESENTATIONS AND WARRANTIES The undersigned represents and warrants to the Company and its manager, USA Capital Realty Advisors, LLC, a Nevada limited-liability company, its successors and assigns (the "Manager") as follows

(a) The undersigned has received, read and fully understand the Prospectus, and in making this investment, the undersigned is relying only on the information provided therein and has not relied on any statements or representations inconsistent with those contained in the Prospectus

(b) The undersigned is aware that this subscription may be rejected in whole or in part by the Manager in its sole and absolute discretion and that the investment, if accepted, is subject to certain risks described in part in the Prospectus in the section entitled "Risks Factors"

(c) The undersigned understands that the Units may not be sold or otherwise disposed of without the prior written consent of the Manager, which consent may be granted or withheld in its sole discretion, and that any transfer is subject to numerous other restrictions described in the Prospectus and in the Operating Agreement. The undersigned has liquid assets sufficient to assure the undersigned that such purchase will cause the undersigned no undue financial difficulties and that the undersigned can provide for the undersigned's current needs and possible personal contingencies, or if the undersigned is the trustee of a retirement trust, that the limited liquidity of the Units will not cause difficulty in meeting the trust's obligations to make distributions to plan participants in a timely manner

(d) The undersigned is of the age of majority (as established in the state in which the undersigned is domiciled), if an individual, and, in any event, the undersigned has full power, capacity and authority to enter into a contractual relationship with the Company. If acting in a representative or fiduciary capacity for a corporation, fund or trust, or as a custodian or agent for any person or entity, the undersigned has full power or authority to enter into this Agreement in such capacity and on behalf of such corporation, fund, trust, person or entity

(e) The undersigned is buying the Units solely for the undersigned's own account, or for the account of a member or members of undersigned's immediate family or in a fiduciary capacity for the account of another person or entity, and not as an agent for another

(f) The undersigned acknowledges and agrees that counsel representing the Company, the Manager and their affiliates does not represent the undersigned and shall not be deemed under the applicable codes of professional responsibility to have represented or to be representing the undersigned or any other investor in any respect

(g) To the extent that the undersigned is purchasing the Units in a fiduciary capacity or as a custodian for the account of another person or entity, the undersigned has been directed by that person or entity to purchase the Units, and such person or entity is aware of the purchase of the Units on such person's or entity's behalf, and consents thereto and is aware of the merits and risks involved in the investment in the Company

(h) The undersigned understands that an investment in the Units will not, in itself, create a retirement plan as described in the Internal Revenue Code of 1986, as amended (the "Code"), and that, to create a retirement plan, the undersigned must comply with all applicable provisions of the Code

(i) The undersigned (i) is or will be in a financial position appropriate to enable the undersigned to realize to a significant extent the benefits described in the Prospectus, including the tax benefits where they are a significant aspect of the Company, (ii) has a fair market net worth sufficient to sustain the risks inherent in the Company, including loss of investment and lack of liquidity, and (iii) the investment in the Company is otherwise suitable for the undersigned

(j) The undersigned understands that (i) it may not be possible to readily liquidate an investment in the Company; (ii) there is no public market for the Units, (iii) no public market for the Units is expected to develop, (iv) even if a potential buyer could be found, the transferability of the Units is also restricted by the provisions of the state and federal securities laws, and (v) any sale or transfer of Units also requires the prior written consent of the Manager, which may be withheld in its sole discretion

By making these representations, the undersigned has not waived any right of action available under applicable federal or state securities laws

**2 INVESTOR SUITABILITY** The undersigned hereby acknowledges and understands that an investment in the Units involves a high degree of risk and hereby represents and warrants that the undersigned (a) is able to bear the loss of the undersigned's entire investment without any material adverse effect on the undersigned's economic stability, (b) understands that an investment in the Company involves substantial risks, and (c) has such knowledge and experience in financial and business matters that the undersigned is capable of evaluating the merits and risks of the investment to be made by the undersigned pursuant to the Prospectus

In addition, the undersigned represents and warrants that the undersigned is a resident of one of the following states and meets one of the investor suitability requirements for such state

☐ **CALIFORNIA**

If a resident of California, the undersigned represents and warrants that the undersigned

☐ 1 a. Has a minimum net worth of \$60,000 (exclusive of home, home furnishings and automobiles) and minimum annual gross income of \$60,000, where the investment does not represent more than 10% of the undersigned's net worth

-OR-

☐ 1 b. Has a minimum net worth of \$225,000 (exclusive of home, home furnishings and automobiles)

-OR-

☐ 1 c. Is purchasing in a fiduciary capacity for a person meeting the requirements of either 1 a or 1.b above



☒ **ALL OTHER STATES**

If a resident of any other state, the undersigned represents and warrants that the undersigned

☐ 2 a. Has a minimum net worth of \$45,000 (exclusive of home, home furnishings and automobiles) and minimum annual gross income of \$45,000

-OR-



☒ 2 b. Has a minimum net worth of \$150,000 (exclusive of home, home furnishings and automobiles)

-OR-

☐ 2 c. Is purchasing in a fiduciary capacity for a person meeting the requirements of either 2 a or 2 b above

3 ACCEPTANCE OF OPERATING AGREEMENT By execution of this Agreement the undersigned acknowledges and understands that the ownership of the Units and the management of the Company are governed solely by the terms and conditions of the Operating Agreement. In addition, the undersigned acknowledges

- (a) The receipt of the Operating Agreement,
- (b) The ability to review the terms and conditions of the Operating Agreement (either with or without the undersigned's own legal counsel or business or tax advisor),
- (c) The ability to ask questions of and receive answers from the Company with respect to the Operating Agreement (with all such questions, if any, being answered to the full satisfaction of the undersigned), and
- (d) The acceptance to be bound by the terms and conditions of the Operating Agreement

4 PURCHASE OF UNITS, PAYMENT The undersigned hereby agrees to subscribe to the following number of Units at the purchase price of Five Thousand Dollars (US \$5,000) per Unit, payable in cash concurrently with delivery of this Agreement

PURCHASE PRICE PER UNIT	\$	5,000 00
NUMBER OF UNITS TO BE PURCHASED (MINIMUM OF TWO (2) UNITS)	x	<u>7</u>
TOTAL PURCHASE PRICE	\$	<u>35,000</u>

The total purchase price is payable in cash concurrently with delivery of this Agreement either through wire transfer, previously delivered, or through personal or certified check. Until the Company has sold the minimum 300 Units, payments should be made to our escrow agent as follows "Wells Fargo Bank fbo USA Capital First Trust Deed Fund". Once the Company has sold the minimum 300 units, payments should be made to "USA Capital First Trust Deed Fund, LLC". The total purchase price should be returned with this completed and executed Agreement to

USA Capital First Trust Deed Fund, LLC  
c/o USA Capital Realty Advisors, LLC  
4484 South Pecos Road  
Las Vegas, Nevada 89121

The undersigned understands that the subscription funds will not be entitled to distributions from the Company until the undersigned is admitted to the Company as a Member

5. CLASSIFICATION OF UNITS As described in the sections entitled, "Terms of the Offering - Classification of Units" and "Summary of Operating Agreement - Classification of Units," of the Prospectus, the undersigned is required to select a class for the Units to be purchased, where such selection is subject to the approval of the Manager. The three classes of Units are identical in right and obligation with the exception of the relevant holding periods for which the Units must be held and the relevant preferred returns for the Units. The relevant holding periods and the preferred returns for the Class A Units, the Class B Units or the Class C Units are provided for below. As discussed in the Prospectus, since the preferred returns for each class will vary during the course of the Company's offering, as adjusted by the Manager in light of applicable market conditions, the preferred returns for the classes and the spreads between the same will be maintained for Units issued as of any one date and may vary for Units of the same class issued as of different dates. The undersigned hereby designates the Units to be purchased as follows

	CLASS	HOLDING PERIOD	PREFERRED RATE OF RETURN AS OF NOVEMBER 8, 2002	NUMBER OF UNITS
<input checked="" type="checkbox"/>	Class A	Twelve (12) months	9% per annum	<u>7</u> Units
<input type="checkbox"/>	Class B	Twenty-four (24) months	10% per annum	Units
<input type="checkbox"/>	Class C	Thirty-six (36) months	11% per annum	Units
			TOTAL	<u>7</u> Units



**6 ELECTION TO RECEIVE OR REINVEST DISTRIBUTIONS** The undersigned acknowledges and understands that the Company maintains a distribution reinvestment plan under which the undersigned may elect to receive or reinvest cash distributions. For additional information, see the sections of the Prospectus entitled "Summary - Distribution Reinvestment Plan" and "Summary of Operating Agreement - Receipt or Reinvestment of Distributions." Accordingly, to the extent that the undersigned remains qualified to purchase the Units and the Units are registered under the Securities Act of 1933, as amended, and applicable state securities statutes or an exemption from such registration is available, the undersigned may continue participating in the Company's distribution reinvestment plan. In order to elect whether to receive or reinvest monthly cash distributions, please choose one of the following two options:

☐ **OPTION A** The undersigned elects to participate in the Company's distribution reinvestment plan rather than receive distributions in cash.

☒ **OPTION B** The undersigned elects not to participate in the Company's distribution reinvestment plan and, instead, elects to receive distributions in cash.

If you check neither blank, the undersigned will be considered to have elected to receive distributions in cash (Option B).

**7 INVESTOR INFORMATION** (Please print or type.)

Please complete the following, as applicable. (Investments by more than one of the following entities, even if related to each other or controlled by the same person, require completion of a separate Subscription Agreement and Power of Attorney.)

**INDIVIDUAL**

Name Frieda Moon  
FBO Sharon C Van ERT

SSN 550-46-9549

Address 2504 Caliente Court  
Las Vegas, NV 89102

Email \_\_\_\_\_

Telephone (Home) (702) 362-8128

Telephone (Office) ( ) \_\_\_\_\_ - \_\_\_\_\_

**Joint Investor /Additional Signatory (if applicable)**

Name \_\_\_\_\_

SSN \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Telephone (Home) ( ) \_\_\_\_\_ - \_\_\_\_\_

Telephone (Office) ( ) \_\_\_\_\_ - \_\_\_\_\_

**INDIVIDUAL RETIREMENT ACCOUNT ("IRA") OR PENSION OR PROFIT SHARING TRUST ("ERISA PLAN")**

Trustee \_\_\_\_\_

Tax ID No \_\_\_\_\_

Address \_\_\_\_\_

Acct No \_\_\_\_\_

Telephone (Home) ( ) \_\_\_\_\_ - \_\_\_\_\_

Telephone (Office) ( ) \_\_\_\_\_ - \_\_\_\_\_

Names of All Participants \_\_\_\_\_



CORPORATION, BUSINESS TRUST, LIMITED-LIABILITY COMPANY, PARTNERSHIP, TRUST OR OTHER

Name \_\_\_\_\_ Tax ID No \_\_\_\_\_

Address \_\_\_\_\_ Acct No \_\_\_\_\_

Telephone (Home) ( ) \_\_\_\_\_ - \_\_\_\_\_ Telephone (Office) ( ) \_\_\_\_\_ - \_\_\_\_\_

Names of All Equity Owners, Partners or Grantors \_\_\_\_\_

**8. POWER OF ATTORNEY** The undersigned hereby irrevocably constitutes and appoints the Manager as the undersigned's true and lawful attorney-in-fact, with full power and authority for the undersigned, and in the undersigned's name, place and stead, to execute, acknowledge, verify, deliver, record, publish and file on the undersigned's behalf the following

(a) The Operating Agreement and the articles of organization of the Company and any amendments thereto or cancellations thereof required under the laws of the State of Nevada,

(b) Any other certificates, instruments and documents as may be required by, or may be appropriate under, the laws of any state or other jurisdiction in which the Company is doing or intends to do business, and

(c) Any documents that may be required to effect the continuation of the Company, the admission of an additional or substituted Member, or the dissolution and termination of the Company

This power of attorney is a special power of attorney and is coupled with an interest in favor of the Manager and as such

(x) Shall be irrevocable and continue in full force and effect notwithstanding the subsequent death or incapacity of any party granting this power of attorney, regardless of whether the Company or the Manager shall have had notice thereof,

(y) May be exercised for a Member by a facsimile signature of the Manager or, after listing more than one Member, including the undersigned, by a single signature of the Manager acting as attorney in fact for all of them, and

(z) Shall survive the delivery of an assignment by a Member of the whole or any portion of the Member's Units in the Company, except that where the assignee thereof has been approved by the Manager for admission to the Company and a substituted Member, this power of attorney given by the assignor shall survive the delivery of such assignment for the sole purpose of enabling the Manager to execute, acknowledge, and file any instrument necessary to effect such substitution

**9. INDEMNIFICATION** THE UNDERSIGNED AGREES TO INDEMNIFY, DEFEND (BY COUNSEL REASONABLY ACCEPTABLE TO THE INDEMNIFIED PARTY) AND HOLD THE COMPANY, THE MANAGER, ITS MEMBERS AND THEIR RESPECTIVE MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES AND DAMAGES (INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES, WHICH SHALL BE PAID AS INCURRED) THAT ANY OF THEM MAY INCUR, IN ANY MANNER OR TO ANY PERSON, BY REASON OF THE FALSITY, INCOMPLETENESS OR MISREPRESENTATION OF ANY INFORMATION FURNISHED BY THE UNDERSIGNED HEREIN OR IN ANY DOCUMENT SUBMITTED HERewith

**10 ACCEPTANCE** This Agreement will be accepted or rejected by the Manager within fifteen (15) days of its receipt by the Company. Upon acceptance, this subscription will become irrevocable and will obligate the undersigned to purchase the number of Units specified herein, for the purchase price of Five Thousand Dollars (US \$5 000) per Unit. The Manager will return a countersigned copy of this Agreement to the undersigned, which copy of this Agreement (together with the cancelled check or other evidence of payment) will be evidence of the purchase of the Units by the undersigned.

IN WITNESS WHEREOF, the undersigned hereby agrees to become a Member in USA Capital First Trust Deed Fund, LLC, a Nevada limited-liability company, upon the terms and conditions set forth herein and in the Operating Agreement.

**INDIVIDUAL**

*Frieda Moon* Date 7-14-2004  
(Signature of Subscriber)

By FRIEDA MOON  
(Print Name of Subscriber)

\_\_\_\_\_  
(Signature of Joint Investor / Additional Signatory) (if applicable) Date \_\_\_\_\_

By \_\_\_\_\_  
(Print Name of Joint Investor / Additional Signatory)

**CORPORATION, TRUST OR OTHER**

\_\_\_\_\_  
(Signature of Authorized Signatory) Date \_\_\_\_\_

By \_\_\_\_\_  
(Print Name of Authorized Signatory)

Its \_\_\_\_\_  
(Print Title of Authorized Signatory)

**IRA OR ERISA PLAN**

\_\_\_\_\_  
(Signature of Individual Plan Participant) Date \_\_\_\_\_

By \_\_\_\_\_  
(Print Name of Individual Plan Participant)

\_\_\_\_\_  
(Signature of Custodian or Trustee) Date \_\_\_\_\_

By \_\_\_\_\_  
(Print Name of Custodian or Trustee)

Its \_\_\_\_\_  
(Print Title of Custodian or Trustee)

FOR IRA OR ERISA PLANS, BOTH TRUSTEE AND BENEFICIAL OWNER(S) MUST SIGN

## ACCEPTANCE

The foregoing Subscription Agreement and Power of Attorney is hereby accepted by USA Capital First Trust Deed Fund, LLC, a Nevada limited-liability company, for the number and class of Units indicated below

Dated \_\_\_\_\_, 20\_\_\_\_

USA CAPITAL FIRST TRUST DEED FUND, LLC

By USA CAPITAL REALTY ADVISORS, LLC,  
its sole manager

By USA INVESTMENT PARTNERS, LLC,  
its sole manager

By USA COMMERCIAL MORTGAGE COMPANY,  
its sole manager

By Victoria S. Lusk  
\_\_\_\_\_  
Its \_\_\_\_\_

INVESTMENT SUMMARY			
EFFECTIVE DATE OF INVESTMENT		<u>7-15</u> 20 <u>04</u>	
NUMBER OF UNITS PURCHASED		<u>7</u> Units	
CLASSIFICATION OF UNITS	NUMBER	HOLDING PERIOD	PREFERRED RETURN
Class A	<u>7</u> Units	12 Months	<u>9</u> % per annum
Class B	_____ Units	24 Months	_____ % per annum
Class C	_____ Units	36 Months	_____ % per annum
TOTAL	<u>7</u> Units		

USA Securities, LLC  
 4484 S Pecos Road  
 Las Vegas, NV 89121

Frieda Moon FBO  
 Sharon C van Cui  
 2504 Callita Court  
 Las Vegas NV 89102

Phill Dickinson  
 4484 S Pecos Road  
 Las Vegas, NV 89121  
 Account # 4153

**Your Portfolio Summary As Of Friday, July 15, 2005**

Fund	Number of Shares	Last Price (USD)	Market Value (USD)	% Port
USA Cap 1st TR Deed Fund, LLC	0 0000	5 000 0000	0 00	0 00%
USA Cap 1st TR Deed Fund, LLC	7 0000	5 000 0000	35 000 00	100 00%
<b>Total</b>			<b>35,000 00</b>	

When applicable the % of portfolio is calculated using the US dollar equivalent value at current exchange rates

**USA Cap 1st TR Deed Fund, LLC - Class A**

Trade Date	Trade Type	Amount	Shares Transacted	Price/Share	Balance
15-Jul-2005	Starting Balance				7 0000
15 Jul-2005	Redemption	-35 000 00	-7 0000	5,000 0000	0 0000

**USA Cap 1st TR Deed Fund, LLC - Class B**

Trade Date	Trade Type	Amount	Shares Transacted	Price/Share	Balance
15 Jul-2005	Starting Balance				0 0000
15-Jul-2005	Purchase	35 000 00	7 0000	5 000 0000	7 0000

Frieda Moon FBO

## EXHIBIT C

Sharon C Van Ert

## FORM OF REQUEST FOR CHANGE OF CLASSIFICATION 7-15-04 Enter

USA Capital Realty Advisors, LLC  
 4484 South Pecos Road  
 Las Vegas, Nevada 89121

Ladies/Gentlemen

I am an investor in USA Capital First Trust Deed Fund, LLC (the "Fund") Through this notice, I am requesting a change in the class of my membership units in the Fund and, as a result, a change in the holding period and the preferred return applicable to my membership units in the Fund In this regard, I am requesting that the following membership units in the Fund,

7 membership units (insert number), all designated as Class A Units (insert class) be converted into the following class(es) in the following amount(s)

	Class A Units	Class B Units	Class C Units
Number	<u>7</u> Units	<u>7</u> Units	<u>      </u> Units

This request for change in classification is subject to all of the terms and conditions set forth in the Fund's prospectus and the Fund's operating agreement, as amended, including, without limitation, the prior written approval of the change in classification by USA Capital Realty Advisors, LLC, the Fund's manager, which may be withheld in its sole discretion

Frieda Moon

[Name of investor]

[Date]

Frieda Moon

[Signature of investor]

[Current address of investor]

## ACKNOWLEDGEMENT

On behalf of the Fund, USA Capital Realty Advisors, LLC, the Fund's manager, hereby

☐ Rejects the above request for change in classification such that the membership units referenced above shall remain in the same class, have the same holding period or bear the same preferred return

X

Approves the request for change in classification as follows

	Class A Units	Class B Units	Class C Units
Number	<u>(7)</u> Units	<u>7</u> Units	<u>      </u> Units

The undersigned hereby executes this Acknowledgement as of       , 20  

USA CAPITAL REALTY ADVISORS, LLC,  
 as manager of USA Capital First Trust Deed Fund, LLC

By

Victoria S. Leob

Its

see  
 # 1538 7/15/04  
 # 4153

FRIEDA MOON  
2504 CALLITA CT PH 362 8128  
LAS VEGAS NV 89102

94-7074-2687  
3212  
0330101361

4827

Date 7-14-2004

Pay to the Order of VSA Capital First Trust D.D. & Co. \$ 35,000.00  
THIRTY FIVE THOUSAND &  $\frac{00}{100}$



Wells Fargo Bank Nevada N A -  
530 Las Vegas Blvd. S  
Las Vegas, NV 89101  
www.wellsfargo.com

Memo 7-15-04 Entry Nicola Moran MP

⑆321270742⑆0330101361⑆ 4827 ⑆0003500000⑆

FRIEDA MOON  
2504 CALLITA CT PH 362 8128  
LAS VEGAS NV 89102

94-7074-2687  
3212  
0330101361

4827

Date 7-14-2004

Pay to the Order of VSA Capital First Trust D.D. & Co. \$ 35,000.00  
THIRTY FIVE THOUSAND &  $\frac{00}{100}$



Wells Fargo Bank Nevada N A  
530 Las Vegas Blvd. S  
Las Vegas NV 89101  
www.wellsfargo.com

Memo 7-15-04 Entry Nicola Moran MP

⑆321270742⑆0330101361⑆ 4827

Parsons Behle & Latimer  
 Nancy L. Alf, Bar No 0128  
 Timothy P. Thomas, Bar No 5148  
 411 E. Bonneville Ave., #100  
 Las Vegas, NV 89101  
 Telephone (702) 599-6000  
 Facsimile (702) 599-6062

Attorneys for Creditors Frieda Moon FBO Sharon  
 Van Ert,

Frieda Moon and Sharon C. Van Ert

Frieda Moon, Trustee of the Decedent's Trust of the  
 Restated Moon Irrevocable Trust dated 6/12/1987

**UNITED STATES BANKRUPTCY COURT  
 DISTRICT OF NEVADA**

In re

USA COMMERCIAL MORTGAGE COMPANY,  
 Debtor

USA CAPITAL REALTY ADVISORS, LLC,  
 Debtor

USA CAPITAL DIVERSIFIED TRUST DEED  
 FUND, LLC,  
 Debtor

USA CAPITAL FIRST TRUST DEED FUND, LLC  
 Debtor

USA SECURITIES, LLC,  
 Debtor

Affects

☒ All Debtors

☐ USA Commercial Mortgage Company

☐ USA Securities, LLC

☐ USA Capital Realty Advisors, LLC

☒ USA Capital Diversified Trust Deed Fund, LLC

USA First Trust Deed Fund, LLC

CASE NO BK-S-06-10725 LBR  
 CASE NO BK-S-06-10726 LBR  
 CASE NO BK-S-06-10727 LBR  
 CASE NO BK-S-06-10728 LBR  
 CASE NO BK-S-06-10729 LBR

Chapter 11

**PROOF OF CLAIM**



<b>Claim No 6</b>	<i>Creditor Name</i> Frieda Moon FBO Sharon C Van Ert 2504 Callita Court Las Vegas NV 89102	<i>Last Date to File Claim</i> 08/15/2006 <i>Last Date to File (Govt)</i> <i>Filing Status</i> <i>Docket Status</i> <i>Late</i> N
<i>Claim Date</i> 05/23/2006	<i>Amends Claim No</i> <i>Amended By Claim No</i>	<i>Duplicates Claim No</i> <i>Duplicated By Claim No</i>
<b>Class</b>	<b>Amount Claimed</b>	<b>Amount Allowed</b>
Secured	\$35583 34	
<b>Total</b>	<b>\$35583 34</b>	
<i>Description</i>		

**Exhibit “2”**

Parsons Behle & Latimer  
 Nancy L. Allf, Bar No. 0128  
 Timothy P. Thomas, Bar No. 5148  
 411 E. Bonneville Ave., #100  
 Las Vegas, NV 89101  
 Telephone: (702) 599-6000  
 Facsimile: (702) 599-6062

Attorneys for Creditors Frieda Moon FBO Sharon  
 Van Ert;

Frieda Moon and Sharon C. Van Ert

Frieda Moon, Trustee of the Decedent's Trust of the  
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**UNITED STATES BANKRUPTCY COURT  
 DISTRICT OF NEVADA**

In re:

USA COMMERCIAL MORTGAGE COMPANY,  
 Debtor.

USA CAPITAL REALTY ADVISORS, LLC,  
 Debtor.

USA CAPITAL DIVERSIFIED TRUST DEED  
 FUND, LLC,  
 Debtor.

USA CAPITAL FIRST TRUST DEED FUND, LLC  
 Debtor.

USA SECURITIES, LLC,  
 Debtor.

Affects:

- ☒ All Debtors
- ☐ USA Commercial Mortgage Company
- ☐ USA Securities, LLC
- ☐ USA Capital Realty Advistors, LLC
- ☒ USA Capital Diversified Trust Deed Fund, LLC
- ☐ USA First Trust Deed Fund, LLC

CASE NO. BK-S-06-10725 LBR  
 CASE NO. BK-S-06-10726 LBR  
 CASE NO. BK-S-06-10727 LBR  
 CASE NO. BK-S-06-10728 LBR  
 CASE NO. BK-S-06-10729 LBR

Chapter 11

**PROOF OF CLAIM**

## FORM B10 (Official Form 10) (4/05)

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEVADA		PROOF OF CLAIM
Name of Debtor	Case Number	THIS SPACE IS FOR COURT USE ONLY
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): FRIEDA MOON FBO SHARON C. VAN ERT	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and address where notices should be sent: c/o Nancy L. Alf 411 E. Bonneville, Ste. 100 Las Vegas, NV 89101  Telephone number: (702) 599-6000		
Account or other number by which creditor identifies debtor: 4153	Check here <input type="checkbox"/> replaces a previously filed claim, dated: _____ if this claim <input type="checkbox"/> amends	
<b>1. Basis for Claim</b> <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes Other _____ <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of SS#: _____ Unpaid compensation for services performed from _____ (date) to _____ (date)		
<b>2. Date debt was incurred:</b> July 14, 2004	<b>3. If court judgment, date obtained:</b>	
<b>4. Total Amount of Claim at Time Case Filed:</b> \$ _____ 35,583.34 _____ 35,583.34 (unsecured) (secured) (priority) (Total) If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
<b>5. Secured Claim.</b> <input checked="" type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: 1 <sup>ST</sup> Trust Deed Fund LLC membership units <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ unknown Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ 35,583.34	<b>7. Unsecured Priority Claim.</b> <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000)* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). <small>*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180-day limits apply to cases filed on or after 4/20/05. Pub. L. 109-8.</small>	
<b>6. Unsecured Nonpriority Claim</b> \$ _____ <input type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or c) none or only part of your claim is entitled to priority.		
<b>8. Credits:</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		THIS SPACE IS FOR COURT USE ONLY
<b>9. Supporting Documents:</b> Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
<b>10. Date-Stamped Copy:</b> To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date 5/20/06	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): Nancy L. Alf, Attorney	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

USA Securities, LLC  
 4484 S. Pecos Road  
 Las Vegas, NV 89121

## Account Trade Confirmation

Frieda Moon FBO Sharon C. Van Ert  
 2504 Callita Court  
 Las Vegas, NV 89102

Phill Dickinson  
 4484 S. Pecos Road  
 Las Vegas, NV 89121  
 Account #: 4153

### Your Portfolio Summary As Of Thursday, July 15, 2004:

Fund	Number of Shares	Last Price (USD)	Market Value (USD)	% Port.
USA Cap 1st TR Deed Fund, LLC Class A	7.0000	5,000.0000	35,000.00	100.00%
<u>Total</u>			<u>35,000.00</u>	

\*When applicable, the % of portfolio is calculated using the US dollar equivalent value at current exchange rates

### USA Cap 1st TR Deed Fund, LLC - Class A

Trade Date	Trade Type	Amount	Shares Transacted	Price/Share	Balance
15-Jul-2004	Starting Balance				0.0000
15-Jul-2004	Purchase	35,000.00	7.0000	5,000.0000	7.0000

Frída Moors FBO Sharon C. Van Eet  
USA CAPITAL FIRST TRUST DEED FUND, LLC  
A Nevada Limited-Liability Company

7-15-04

Entry

## SUBSCRIPTION BOOKLET AND INSTRUCTIONS

### SUBSCRIPTION INSTRUCTIONS

Attached is the Subscription Agreement and Power of Attorney (the "Subscription Agreement") relating to the purchase of the limited-liability company membership units of USA Capital First Trust Deed Fund, LLC, a Nevada limited-liability company (the "Company"). The Company is offering an aggregate of 24,000 Class A, Class B and Class C limited-liability company membership units (the "Units") at a purchase price of \$5,000.00 per Unit for an aggregate offering amount of \$120,000,000.00. The Units are being offered pursuant to the Company's Prospectus dated as of November 8, 2002, as amended from time to time by the Company.

A prospective investor desiring to subscribe for Units must complete and execute the Subscription Agreement in accordance with the instructions herein and send this completed Subscription Booklet and payment for the relevant Units as follows:

1. Verification of Investor Suitability: Please initial the appropriate boxes in Section 2 of the Subscription Agreement (Page 3) to verify whether the prospective investor is suitable to purchase the Units.
2. Subscription for Units: Please indicate in Section 4 of the Subscription Agreement (Page 4) the number of Units to be purchased.
3. Classification of Units: Of the Units to be purchased, please indicate in Section 5 of the Subscription Agreement (Page 4) the class of Units for the Units to be purchased.
4. Distribution or Reinvestment Election: Please indicate in Section 6 of the Subscription Agreement (Page 5) the election of the prospective investor on whether to reinvest or receive monthly distributions, if any.
5. Investor Information: Please complete Section 7 of the Subscription Agreement (Pages 5-6) by providing the relevant name, address and contact information.
6. Signature Page. Please date and sign the signature page to this Subscription Agreement (Page 7).

Once the Subscription Booklet is fully completed and executed, the Subscription Booklet and the payment for the Units should be sent to:

USA Capital First Trust Deed Fund, LLC  
c/o USA Capital Realty Advisors, LLC  
4484 South Pecos Road  
Las Vegas, Nevada 89121.

## SUBSCRIPTION AGREEMENT AND POWER OF ATTORNEY

Pursuant to the terms and conditions of this Subscription Agreement and Power of Attorney (this "Agreement"), the undersigned hereby applies to become a member ("Member") of USA Capital First Trust Deed Fund, LLC, a Nevada limited-liability company (the "Company"), and subscribes to purchase the number of limited-liability company membership units in the Company (the "Units") herein indicated in accordance with the Company's Prospectus, as amended (the "Prospectus"), and the terms and conditions of the Company's Amended and Restated Operating Agreement, as amended (the "Operating Agreement"), a copy of which is provided as part of the Prospectus.

1. REPRESENTATIONS AND WARRANTIES. The undersigned represents and warrants to the Company and its manager, USA Capital Realty Advisors, LLC, a Nevada limited-liability company, its successors and assigns (the "Manager") as follows:

(a) The undersigned has received, read and fully understand the Prospectus, and in making this investment, the undersigned is relying only on the information provided therein and has not relied on any statements or representations inconsistent with those contained in the Prospectus.

(b) The undersigned is aware that this subscription may be rejected in whole or in part by the Manager in its sole and absolute discretion and that the investment, if accepted, is subject to certain risks described in part in the Prospectus in the section entitled "Risks Factors."

(c) The undersigned understands that the Units may not be sold or otherwise disposed of without the prior written consent of the Manager, which consent may be granted or withheld in its sole discretion, and that any transfer is subject to numerous other restrictions described in the Prospectus and in the Operating Agreement. The undersigned has liquid assets sufficient to assure the undersigned that such purchase will cause the undersigned no undue financial difficulties and that the undersigned can provide for the undersigned's current needs and possible personal contingencies, or if the undersigned is the trustee of a retirement trust, that the limited liquidity of the Units will not cause difficulty in meeting the trust's obligations to make distributions to plan participants in a timely manner.

(d) The undersigned is of the age of majority (as established in the state in which the undersigned is domiciled), if an individual, and, in any event, the undersigned has full power, capacity and authority to enter into a contractual relationship with the Company. If acting in a representative or fiduciary capacity for a corporation, fund or trust, or as a custodian or agent for any person or entity, the undersigned has full power or authority to enter into this Agreement in such capacity and on behalf of such corporation, fund, trust, person or entity.

(e) The undersigned is buying the Units solely for the undersigned's own account, or for the account of a member or members of undersigned's immediate family or in a fiduciary capacity for the account of another person or entity, and not as an agent for another.

(f) The undersigned acknowledges and agrees that counsel representing the Company, the Manager and their affiliates does not represent the undersigned and shall not be deemed under the applicable codes of professional responsibility to have represented or to be representing the undersigned or any other investor in any respect.

(g) To the extent that the undersigned is purchasing the Units in a fiduciary capacity or as a custodian for the account of another person or entity, the undersigned has been directed by that person or entity to purchase the Units, and such person or entity is aware of the purchase of the Units on such person's or entity's behalf, and consents thereto and is aware of the merits and risks involved in the investment in the Company.

(h) The undersigned understands that an investment in the Units will not, in itself, create a retirement plan as described in the Internal Revenue Code of 1986, as amended (the "Code"), and that, to create a retirement plan, the undersigned must comply with all applicable provisions of the Code.



(i) The undersigned: (i) is or will be in a financial position appropriate to enable the undersigned to realize to a significant extent the benefits described in the Prospectus, including the tax benefits where they are a significant aspect of the Company; (ii) has a fair market net worth sufficient to sustain the risks inherent in the Company, including loss of investment and lack of liquidity; and (iii) the investment in the Company is otherwise suitable for the undersigned.

(j) The undersigned understands that: (i) it may not be possible to readily liquidate an investment in the Company; (ii) there is no public market for the Units; (iii) no public market for the Units is expected to develop; (iv) even if a potential buyer could be found, the transferability of the Units is also restricted by the provisions of the state and federal securities laws; and (v) any sale or transfer of Units also requires the prior written consent of the Manager, which may be withheld in its sole discretion.

By making these representations, the undersigned has not waived any right of action available under applicable federal or state securities laws.

2. INVESTOR SUITABILITY. The undersigned hereby acknowledges and understands that an investment in the Units involves a high degree of risk and hereby represents and warrants that the undersigned: (a) is able to bear the loss of the undersigned's entire investment without any material adverse effect on the undersigned's economic stability, (b) understands that an investment in the Company involves substantial risks; and (c) has such knowledge and experience in financial and business matters that the undersigned is capable of evaluating the merits and risks of the investment to be made by the undersigned pursuant to the Prospectus.

In addition, the undersigned represents and warrants that the undersigned is a resident of one of the following states and meets one of the investor suitability requirements for such state:

☐ CALIFORNIA

If a resident of California, the undersigned represents and warrants that the undersigned:

☐ 1.a. Has a minimum net worth of \$60,000 (exclusive of home, home furnishings and automobiles) and minimum annual gross income of \$60,000, where the investment does not represent more than 10% of the undersigned's net worth

-OR-

☐ 1.b. Has a minimum net worth of \$225,000 (exclusive of home, home furnishings and automobiles)

-OR-

☐ 1.c. Is purchasing in a fiduciary capacity for a person meeting the requirements of either 1.a or 1.b above

☒ ALL OTHER STATES

If a resident of any other state, the undersigned represents and warrants that the undersigned:

☐ 2.a. Has a minimum net worth of \$45,000 (exclusive of home, home furnishings and automobiles) and minimum annual gross income of \$45,000

-OR-

☒ 2.b. Has a minimum net worth of \$150,000 (exclusive of home, home furnishings and automobiles)

-OR-

☐ 2.c. Is purchasing in a fiduciary capacity for a person meeting the requirements of either 2.a or 2.b above

3. **ACCEPTANCE OF OPERATING AGREEMENT.** By execution of this Agreement, the undersigned acknowledges and understands that the ownership of the Units and the management of the Company are governed solely by the terms and conditions of the Operating Agreement. In addition, the undersigned acknowledges:

- (a) The receipt of the Operating Agreement;
- (b) The ability to review the terms and conditions of the Operating Agreement (either with or without the undersigned's own legal counsel or business or tax advisor);
- (c) The ability to ask questions of and receive answers from the Company with respect to the Operating Agreement (with all such questions, if any, being answered to the full satisfaction of the undersigned); and
- (d) The acceptance to be bound by the terms and conditions of the Operating Agreement.

4. **PURCHASE OF UNITS; PAYMENT.** The undersigned hereby agrees to subscribe to the following number of Units at the purchase price of Five Thousand Dollars (US \$5,000) per Unit, payable in cash concurrently with delivery of this Agreement:

PURCHASE PRICE PER UNIT:	\$	5,000.00
NUMBER OF UNITS TO BE PURCHASED (MINIMUM OF TWO (2) UNITS):	x	7
TOTAL PURCHASE PRICE:	\$	35,000

The total purchase price is payable in cash concurrently with delivery of this Agreement either through wire transfer, previously delivered, or through personal or certified check. Until the Company has sold the minimum 300 Units, payments should be made to our escrow agent as follows: "Wells Fargo Bank fbo USA Capital First Trust Deed Fund." Once the Company has sold the minimum 300 units, payments should be made to "USA Capital First Trust Deed Fund, LLC." The total purchase price should be returned with this completed and executed Agreement to:

USA Capital First Trust Deed Fund, LLC  
c/o USA Capital Realty Advisors, LLC  
4484 South Pecos Road  
Las Vegas, Nevada 89121.

The undersigned understands that the subscription funds will not be entitled to distributions from the Company until the undersigned is admitted to the Company as a Member.

5. **CLASSIFICATION OF UNITS.** As described in the sections entitled, "Terms of the Offering - Classification of Units" and "Summary of Operating Agreement - Classification of Units," of the Prospectus, the undersigned is required to select a class for the Units to be purchased, where such selection is subject to the approval of the Manager. The three classes of Units are identical in right and obligation with the exception of the relevant holding periods for which the Units must be held and the relevant preferred returns for the Units. The relevant holding periods and the preferred returns for the Class A Units, the Class B Units or the Class C Units are provided for below. As discussed in the Prospectus, since the preferred returns for each class will vary during the course of the Company's offering, as adjusted by the Manager in light of applicable market conditions, the preferred returns for the classes and the spreads between the same will be maintained for Units issued as of any one date and may vary for Units of the same class issued as of different dates. The undersigned hereby designates the Units to be purchased as follows:

	CLASS	HOLDING PERIOD	PREFERRED RATE OF RETURN AS OF NOVEMBER 8, 2002	NUMBER OF UNITS
<input checked="" type="checkbox"/>	Class A	Twelve (12) months	9% per annum	7 Units
<input type="checkbox"/>	Class B	Twenty-four (24) months	10% per annum	Units
<input type="checkbox"/>	Class C	Thirty-six (36) months	11% per annum	Units
			TOTAL	7 Units

6. **ELECTION TO RECEIVE OR REINVEST DISTRIBUTIONS.** The undersigned acknowledges and understands that the Company maintains a distribution reinvestment plan under which the undersigned may elect to receive or reinvest cash distributions. For additional information, see the sections of the Prospectus entitled "Summary – Distribution Reinvestment Plan" and "Summary of Operating Agreement – Receipt or Reinvestment of Distributions." Accordingly, to the extent that the undersigned remains qualified to purchase the Units and the Units are registered under the Securities Act of 1933, as amended, and applicable state securities statutes or an exemption from such registration is available, the undersigned may continue participating in the Company's distribution reinvestment plan. In order to elect whether to receive or reinvest monthly cash distributions, please choose one of the following two options:

☐ **OPTION A:** The undersigned elects to participate in the Company's distribution reinvestment plan rather than receive distributions in cash.

☒ **OPTION B:** The undersigned elects not to participate in the Company's distribution reinvestment plan and, instead, elects to receive distributions in cash.

If you check neither blank, the undersigned will be considered to have elected to receive distributions in cash (Option B).

7. **INVESTOR INFORMATION.** (Please print or type.)

Please complete the following, as applicable. (Investments by more than one of the following entities, even if related to each other or controlled by the same person, require completion of a separate Subscription Agreement and Power of Attorney.)

INDIVIDUAL: Frieda Moon

Name: FBA Sharon C. Van ERT

SSN: 550-46-9549

Address: 2504 Callita Court  
Las Vegas, NV 89102

Email: \_\_\_\_\_

Telephone: ( 702 ) 362-8128  
(Home)

Telephone: (     ) \_\_\_\_\_ - \_\_\_\_\_  
(Office)

Joint Investor /Additional Signatory (if applicable)

Name: \_\_\_\_\_

SSN: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_ - \_\_\_\_\_  
(Home)

Telephone: (     ) \_\_\_\_\_ - \_\_\_\_\_  
(Office)

INDIVIDUAL RETIREMENT ACCOUNT ("IRA") OR PENSION OR PROFIT SHARING TRUST ("ERISA PLAN"):

Trustee: \_\_\_\_\_

Tax ID No.: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Acct. No.: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_ - \_\_\_\_\_  
(Home)

Telephone: (     ) \_\_\_\_\_ - \_\_\_\_\_  
(Office)

Names of All Participants: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CORPORATION, BUSINESS TRUST, LIMITED-LIABILITY COMPANY, PARTNERSHIP, TRUST OR OTHER:

Name: \_\_\_\_\_ Tax ID No.: \_\_\_\_\_

Address: \_\_\_\_\_ Acct. No.: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ - \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_ - \_\_\_\_\_  
(Home) (Office)

Names of All Equity Owners, Partners or Grantors: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. **POWER OF ATTORNEY.** The undersigned hereby irrevocably constitutes and appoints the Manager as the undersigned's true and lawful attorney-in-fact, with full power and authority for the undersigned, and in the undersigned's name, place and stead, to execute, acknowledge, verify, deliver, record, publish and file on the undersigned's behalf the following:

(a) The Operating Agreement and the articles of organization of the Company and any amendments thereto or cancellations thereof required under the laws of the State of Nevada;

(b) Any other certificates, instruments and documents as may be required by, or may be appropriate under, the laws of any state or other jurisdiction in which the Company is doing or intends to do business; and

(c) Any documents that may be required to effect the continuation of the Company, the admission of an additional or substituted Member, or the dissolution and termination of the Company.

This power of attorney is a special power of attorney and is coupled with an interest in favor of the Manager and as such:

(x) Shall be irrevocable and continue in full force and effect notwithstanding the subsequent death or incapacity of any party granting this power of attorney, regardless of whether the Company or the Manager shall have had notice thereof;

(y) May be exercised for a Member by a facsimile signature of the Manager or, after listing more than one Member, including the undersigned, by a single signature of the Manager acting as attorney in fact for all of them; and

(z) Shall survive the delivery of an assignment by a Member of the whole or any portion of the Member's Units in the Company, except that where the assignee thereof has been approved by the Manager for admission to the Company and a substituted Member, this power of attorney given by the assignor shall survive the delivery of such assignment for the sole purpose of enabling the Manager to execute, acknowledge, and file any instrument necessary to effect such substitution.

9. **INDEMNIFICATION.** THE UNDERSIGNED AGREES TO INDEMNIFY, DEFEND (BY COUNSEL REASONABLY ACCEPTABLE TO THE INDEMNIFIED PARTY) AND HOLD THE COMPANY, THE MANAGER, ITS MEMBERS AND THEIR RESPECTIVE MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES AND DAMAGES (INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES, WHICH SHALL BE PAID AS INCURRED) THAT ANY OF THEM MAY INCUR, IN ANY MANNER OR TO ANY PERSON, BY REASON OF THE FALSITY, INCOMPLETENESS OR MISREPRESENTATION OF ANY INFORMATION FURNISHED BY THE UNDERSIGNED HEREIN OR IN ANY DOCUMENT SUBMITTED HEREWITH.

10. ACCEPTANCE. This Agreement will be accepted or rejected by the Manager within fifteen (15) days of its receipt by the Company. Upon acceptance, this subscription will become irrevocable, and will obligate the undersigned to purchase the number of Units specified herein, for the purchase price of Five Thousand Dollars (US \$5,000) per Unit. The Manager will return a countersigned copy of this Agreement to the undersigned, which copy of this Agreement (together with the cancelled check or other evidence of payment) will be evidence of the purchase of the Units by the undersigned.

IN WITNESS WHEREOF, the undersigned hereby agrees to become a Member in USA Capital First Trust Deed Fund, LLC, a Nevada limited-liability company, upon the terms and conditions set forth herein and in the Operating Agreement.

INDIVIDUAL:

Frieda Moon  
(Signature of Subscriber)

Date: 7-14-2004

By: FRIEDA MOON  
(Print Name of Subscriber)

\_\_\_\_\_  
(Signature of Joint Investor / Additional Signatory) (if applicable)

Date:

By: \_\_\_\_\_  
(Print Name of Joint Investor / Additional Signatory)

CORPORATION, TRUST OR OTHER:

\_\_\_\_\_  
(Signature of Authorized Signatory)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Print Name of Authorized Signatory)

Its: \_\_\_\_\_  
(Print Title of Authorized Signatory)

IRA OR ERISA PLAN:

\_\_\_\_\_  
(Signature of Individual Plan Participant)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Print Name of Individual Plan Participant)

\_\_\_\_\_  
(Signature of Custodian or Trustee)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Print Name of Custodian or Trustee)

Its: \_\_\_\_\_  
(Print Title of Custodian or Trustee)

FOR IRA OR ERISA PLANS, BOTH TRUSTEE AND BENEFICIAL OWNER(S) MUST SIGN.

## ACCEPTANCE

The foregoing Subscription Agreement and Power of Attorney is hereby accepted by USA Capital First Trust Deed Fund, LLC, a Nevada limited-liability company, for the number and class of Units indicated below.

Dated: \_\_\_\_\_, 20\_\_

USA CAPITAL FIRST TRUST DEED FUND, LLC

By: USA CAPITAL REALTY ADVISORS, LLC,  
its sole manager

By: USA INVESTMENT PARTNERS, LLC,  
its sole manager

By: USA COMMERCIAL MORTGAGE COMPANY,  
its sole manager

By: Victoria S. Lorb  
Its: \_\_\_\_\_

INVESTMENT SUMMARY			
EFFECTIVE DATE OF INVESTMENT	<u>7-15</u> , 20 <u>04</u>		
NUMBER OF UNITS PURCHASED	<u>7</u> Units		
CLASSIFICATION OF UNITS	NUMBER	HOLDING PERIOD	PREFERRED RETURN
Class A	<u>7</u> Units	12 Months	<u>9</u> % per annum
Class B	_____ Units	24 Months	_____ % per annum
Class C	_____ Units	36 Months	_____ % per annum
TOTAL	<u>7</u> Units		

USA Securities, LLC  
 4484 S. Pecos Road  
 Las Vegas, NV 89121

Frieda Moon FBO  
 Sharon C. van Ert  
 2504 Callita Court  
 Las Vegas, NV 89102

Phill Dickinson  
 4484 S. Pecos Road  
 Las Vegas, NV 89121  
 Account #: 4153

Your Portfolio Summary As Of Friday, July 15, 2005:

Fund	Number of Shares	Last Price (USD)	Market Value (USD)	% Port.
USA Cap 1st TR Deed Fund, LLC	0.0000	5,000.0000	0.00	0.00%
USA Cap 1st TR Deed Fund, LLC	7.0000	5,000.0000	35,000.00	100.00%
<b>Total</b>			<b>35,000.00</b>	

\*When applicable, the % of portfolio is calculated using the US dollar equivalent value at current exchange rates

USA Cap 1st TR Deed Fund, LLC - Class A

Trade Date	Trade Type	Amount	Shares Transacted	Price/Share	Balance
15-Jul-2005	Starting Balance				7.0000
15-Jul-2005	Redemption	-35,000.00	-7.0000	5,000.0000	0.0000

USA Cap 1st TR Deed Fund, LLC - Class B

Trade Date	Trade Type	Amount	Shares Transacted	Price/Share	Balance
15-Jul-2005	Starting Balance				0.0000
15-Jul-2005	Purchase	35,000.00	7.0000	5,000.0000	7.0000



Frieda Moor FBO

EXHIBIT C

Sharon C. Van Ert

## FORM OF REQUEST FOR CHANGE OF CLASSIFICATION 7-15-04 Emtz

USA Capital Realty Advisors, LLC  
 4484 South Pecos Road  
 Las Vegas, Nevada 89121

Ladies/Gentlemen:

I am an investor in USA Capital First Trust Deed Fund, LLC (the "Fund"). Through this notice, I am requesting a change in the class of my membership units in the Fund and, as a result, a change in the holding period and the preferred return applicable to my membership units in the Fund. In this regard, I am requesting that the following membership units in the Fund,

7 membership units (insert number), all designated as Class A Units (insert class) be converted into the following class(es) in the following amount(s):

	Class A Units	Class B Units	Class C Units
Number:	<u>      </u> Units	<u>7</u> Units	<u>      </u> Units

This request for change in classification is subject to all of the terms and conditions set forth in the Fund's prospectus and the Fund's operating agreement, as amended, including, without limitation, the prior written approval of the change in classification by USA Capital Realty Advisors, LLC, the Fund's manager, which may be withheld in its sole discretion.

Frieda Moor

[Name of investor]

[Date]

6-1-05

Frieda Moor

[Signature of investor]

2504 Callita Court  
Las Vegas, NV 89102

[Current address of investor]

## ACKNOWLEDGEMENT

On behalf of the Fund, USA Capital Realty Advisors, LLC, the Fund's manager, hereby:

☐ Rejects the above request for change in classification such that the membership units referenced above shall remain in the same class, have the same holding period or bear the same preferred return.

X

☒ Approves the request for change in classification as follows:

	Class A Units	Class B Units	Class C Units
Number:	<u>(7)</u> Units	<u>7</u> Units	<u>      </u> Units

The undersigned hereby executes this Acknowledgement as of \_\_\_\_\_, 20\_\_\_\_.

USA CAPITAL REALTY ADVISORS, LLC,  
 as manager of USA Capital First Trust Deed Fund, LLC

By: Victoria J. Leach

Its: \_\_\_\_\_

sec 8  
 # 1538  
 # 4153  
 7/15/04

FRIEDA MOON  
2504 CALLITA CT. PH. 362-8128  
LAS VEGAS, NV 89102

94-7074  
3212-2687  
0330101361

4827

Date 7-14-2004

Pay to the  
Order of VSA Capital First Trust D.D. Inc. \$ 35,000.00  
THIRTY FIVE THOUSAND &  $\frac{00}{100}$  Dollars



Wells Fargo Bank Nevada, N.A.  
530 Las Vegas Blvd. S.  
Las Vegas, NV 89101  
www.wellsfargo.com

Memo 7-15-04 Entry Frieda Moon MP  
⑆321270742⑆0330101361⑆ 4827 ⑈0003500000⑈

FRIEDA MOON  
2504 CALLITA CT. PH. 362-8128  
LAS VEGAS, NV 89102

94-7074  
3212-2687  
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Date 7-14-2004

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